

**Exhibit 31**  
**to Declaration of Rachel Doughty**

# EXHIBIT 7



December 11, 2023

Lynn R. Valbuena  
Chairwoman  
San Manuel Band of Mission Indians  
26569 Community Center Drive  
Highland, California 92346

**Re: Letter Agreement Amending 80/20 Agreement During Interim Period**

Dear Chairwoman Valbuena,

This letter agreement ("**Letter Agreement**") temporarily amends and supplements the documents collectively referred to as the "**80/20 Agreement**" (as set forth on Schedule 1) between BlueTriton Brands, Inc. ("**BTB**") and the San Manuel Band of Mission Indians ("**Tribe**"; collectively with BTB, the "**Parties**"). The 80/20 Agreement concerns certain volumes of water delivered by BTB to the Tribe from Strawberry Creek, including diversions 1, 1A, 2, 3, 7, 7A, 7B, 7C, 8, 10, 11 and 12 (collectively, the "**Spring Sources**"), through the pipeline and other infrastructure owned by BTB that is located in part on the Tribe's Arrowhead Springs property ("**AHS**") and in part in the San Bernardino National Forest (the "**Infrastructure**").

This Letter Agreement addresses certain water deliveries to be made during the interim period commencing November 1, 2023 and ending on the earlier of (1) the date of any final and unappealable judgment, order or decision by any court of competent jurisdiction concerning the California State Water Resources Control Board ("**SWRCB**") Order WR 2023-0042 adopted on September 19, 2023 ("**Order**"), (2) settlement, withdrawal, or termination by BTB of any challenge to or appeal of the Order, or (3) termination of this Letter Agreement by the Tribe in accordance with the provisions hereof ("**Interim Period**"). The Tribe has the right to terminate this Letter Agreement at any time upon 30 days' written notice to BTB.

During the Interim Period only, the 80/20 Agreement is amended as follows:

1. BTB will deliver water to the Tribe from one or more of BTB's Spring Sources 1, 1A, 2, 3, 7, 7A, 7B, 7C, and/or 8 ("**Restricted Sources**"), upon receipt of and pursuant to monthly written delivery requests from the Tribe for use at AHS, in the form attached hereto as Exhibit A.
2. The Parties understand and agree that deliveries by BTB to the Tribe under this Letter Agreement satisfy BTB's requirement to deliver water to the Tribe from the Spring Sources under the 80/20 Agreement, including deliveries from the Spring Sources 10, 11 and 12 that are not covered by the Order (the "**Unrestricted Sources**").

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3. Notwithstanding the provisions in Sections 1 and 2 of this Letter Agreement above, if BTB obtains interim relief from a court of competent jurisdiction or otherwise that allows BTB to collect water from the Restricted Sources for its own purposes, then during such period of interim relief, the terms of the existing 80/20 Agreement shall govern (*i.e.*, the Tribe shall be entitled to 20% of the water flowing through the pipeline; BTB may also elect to deliver to the Tribe any excess amounts from the Spring Sources that are not needed for BTB's business operations (as determined by BTB in its sole and absolute discretion from time to time)).
4. The Parties further agree that BTB is solely responsible for managing and determining which Spring Sources will be used to deliver water to meet the Tribe's monthly requests.
5. The Parties contemplate that all the water collected at Spring Sources 2, 3, and 8 will be used to provide water to meet the Tribe's requests for November 2023 and December 2023, and agree that the Tribe's requests can vary from month to month.
6. By no later than the 20th day of each month during the Interim Period, beginning December 20, 2023, the Tribe will send a written notice to BTB via email estimating its approximate estimated water request for the following calendar month, which may be, but is not required to be, stated as an estimated minimum and maximum quantity in gallons per minute, and shall be in the form attached hereto as Exhibit A.
7. By the 5th day of each month during the Interim Period, beginning December 5, 2023, the Tribe will send a written confirmation via email to BTB confirming that all water delivered to the Tribe during the prior calendar month was used at AHS, in the form attached hereto as Exhibit B.
8. The Tribe acknowledges and agrees that all water delivered by BTB to the Tribe pursuant to this Letter Agreement during the Interim Period will be measured and reported by BTB in accordance with the existing meters and the requirements of the Order, and that following written notification to the Tribe, BTB may disclose only the Tribe's written water delivery requests and confirmations specified in paragraphs 6 and 7 hereof, to the extent such disclosure is legally required by a governmental agency (such as the SWRCB or the United States Forest Service) or compelled by a court of competent jurisdiction. The Parties agree that the amount reported by BTB as delivered to the Tribe shall be the amount measured

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for the applicable time period on the meter located at the point where water is diverted from the main pipeline to the Tribe for use at AHS and, if agreed to by the Parties, any additional water provided by BTB from its tank farm. This Letter Agreement does not authorize BTB to disclose any other non-public documents or information from or belonging to the Tribe in connection with this Letter Agreement to any other entity (other than as required by a governmental agency, court order, or other legal process).

9. This Letter Agreement outlines only the Parties' agreement regarding the right to the delivery of water under the 80/20 Agreement during the Interim Period and, as such, does not in any manner affect, diminish or enlarge any water rights or water contract entitlements of the Parties, and neither BTB nor the Tribe will assert this Letter Agreement as evidence of any water rights (appropriative, riparian, aboriginal, reserved, prescriptive, or otherwise). Notwithstanding the above, each Party has the right to enforce this Letter Agreement and to use this Letter Agreement as evidence in such enforcement. Further, the Parties agree that this Letter Agreement, BTB's deliveries to the Tribe pursuant to this Letter Agreement, and/or the Parties' execution of this Letter Agreement: (i) are not a waiver of any BTB claim or position that the water it delivers to the Tribe via its pipeline is groundwater (and/or collected under pre-1914 appropriative surface water rights) as defined by California law; (ii) are not a waiver of any of the Tribe's claims or positions as to its water rights, its rights under the 80/20 Agreement or its sovereign immunity; and (iii) are not an admission or waiver as to any finding of fact or legal conclusion contained in the Order. The Parties agree that BTB's deliveries pursuant to the Order do not waive any rights or claims to the use of water at AHS by the Tribe pursuant to any lawful water rights it may hold under federal or state law.
10. During the Interim Period, BTB may suspend deliveries under this Letter Agreement if ordered to do so by a governmental agency (such as the SWRCB or United States Forest Service) or a court of competent jurisdiction (and during any such period, BTB's performance hereunder shall be deemed excused). BTB shall notify the Tribe in writing upon receipt of such order.
11. BTB has no duty to litigate or challenge the Order, and may settle, withdraw, or otherwise terminate any challenge to or appeal of the Order at any time, as determined by BTB in its sole and absolute discretion.

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12. Notwithstanding anything to the contrary in this Letter Agreement, the Parties agree that BTB shall not suspend or reduce deliveries of water to the Tribe to less than 20% of the water flowing through the pipeline unless required to by a governmental agency or court of competent jurisdiction. If BTB is required to reduce the delivery of water to the Tribe to less than 850,000 gallons per month, then the terms of Section 13 below shall apply.
13. The Parties agree that if BTB is forced by a governmental agency or court of competitive jurisdiction to take an action that suspends or reduces the delivery of water from the Spring Sources to the Tribe to an amount less than 850,000 gallons a month, BTB shall (1) reasonably cooperate with the Tribe's efforts to obtain water from the Spring Sources that BTB has suspended deliveries from, including any efforts to obtain a special use permit from the United States Forest Service or to otherwise assert the Tribe's water rights or other legal remedies, and/or (2) negotiate in good faith a commercially reasonable agreement with the Tribe to allow the Tribe to use the infrastructure used by BTB to deliver water from the Spring Sources to AHS; provided, however, in all events, the Tribe shall reimburse BTB for all actual and documented third party costs incurred by BTB in connection therewith, and BTB shall have no obligation to take any action that would unreasonably waive, impair, limit, prejudice, or otherwise affect BTB's ability to defend its water rights with respect to the Spring Sources.
14. BTB and the Tribe acknowledge and agree that, except as expressly provided herein, the 80/20 Agreement remains in full force and effect, and that the Parties' performance under this Letter Agreement during the Interim Period is not a default or breach of the 80/20 Agreement.
15. All communications required under this Letter Agreement will be made by email to:

To BTB:       Trey Mixon ([louis.mixon@bluetriton.com](mailto:louis.mixon@bluetriton.com))  
                  Tam Pham   ([tam.pham@bluetriton.com](mailto:tam.pham@bluetriton.com))  
                  Christopher Hasbrouck ([chasbrouck@hunton.com](mailto:chasbrouck@hunton.com))

To Tribe:       Rod Garton ([rodney.garton@sanmanuel-nsn.gov](mailto:rodney.garton@sanmanuel-nsn.gov))  
                  Michelle Hickey ([Legal@sanmanuel-nsn.gov](mailto:Legal@sanmanuel-nsn.gov) and  
                  [michelle.hickey@sanmanuel-nsn.gov](mailto:michelle.hickey@sanmanuel-nsn.gov))

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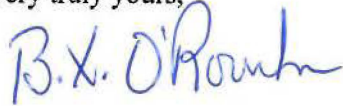
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Please acknowledge the Tribe's agreement to the terms of this Letter Agreement by signing and dating in the space provided below.

We look forward to continuing our productive relationship with the Tribe. Please let us know if you have any questions.

Very truly yours,



Brendan X. O'Rourke

Vice President, Natural Resources, BlueTriton Brands, Inc.

cc: Hih Song Kim, Esq.  
Christopher W. Hasbrouck, Esq.  
Robert E. Donlan, Esq.  
J. Michelle Hickey, VP Associate General Counsel  
Rodney Garton, Dir. Operations & Development - Arrowhead Springs

*Acknowledged and Agreed as of December 11, 2023*

San Manuel Band of Mission Indians

By: 

Name: Lynn R. Valbuena

Title: Chairwoman

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SCHEDULE 1

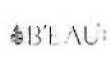
DOCUMENTS

1. Agreement dated August 6, 1930, and recorded in the Official Records of San Bernardino County on August 21, 1930 at Book 648, Page 122.
2. Agreement dated September 26, 1931, and recorded in the Official Records of San Bernardino County on December 3, 1934 at Book 1016, Page 303.
3. Letter Agreement dated June 2, 1993.
4. Acknowledgment and Consent to Assignment dated as of July 1, 2016.

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## EXHIBIT A

## FORM OF MONTHLY REQUEST

In accordance with the terms of the Letter Agreement dated November \_\_, 2023, the San Manuel Band of Mission Indians ("Tribe") hereby requests that Blue Triton Brands ("BTB") deliver approximately \_\_\_\_\_ of water to the Tribe for its reasonable and beneficial riparian uses at AHS during the month of \_\_\_\_\_ 20\_\_. The Tribe's submission of this written request to BTB for water delivery to the Tribe's Arrowhead Springs property does not constitute a waiver of the Tribe's sovereign immunity nor is it an admission or waiver as to any finding of fact or legal conclusions contained in the WR 2023-0042 ("Order"), adopted by the California State Water Resources Control Board (SWRCB) on September 19, 2023. The Tribe is not a party to, nor is bound by the terms of the Order, and therefore, to the extent the Order refers to the Tribe's land ownership or riparian water rights claims, the Order does not adjudicate, resolve or quantify any of the Tribe's claims or rights as they relate to land and water.

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EXHIBIT B

FORM OF MONTHLY CONFIRMATION

In accordance with the terms of the Letter Agreement dated November \_\_, 2023, the San Manuel Band of Mission Indians (“Tribe”) hereby confirms that all water delivered by Blue Triton Brands (“BTB”) to the Tribe during the month of \_\_\_\_\_ 20\_\_ was used by the Tribe for its reasonable and beneficial riparian uses at AHS. The Tribe’s submission of this written request to BTB for water delivery to the Tribe’s Arrowhead Springs property does not constitute a waiver of the Tribe’s sovereign immunity nor is it an admission or waiver as to any finding of fact or legal conclusions contained in the WR 2023-0042 (“Order”), adopted by the California State Water Resources Control Board (SWRCB) on September 19, 2023. The Tribe is not a party to, nor is bound by the terms of the Order, and therefore, to the extent the Order refers to the Tribe’s land ownership or riparian water rights claims, the Order does not adjudicate, resolve or quantify any of the Tribe’s claims or rights as they relate to land and water.

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